

CHAPTER 9 - RESTRICTED CAPITAL IMPROVEMENT PROJECT REQUIREMENTS**1.0 General Information**

- 1.1 The purpose of restricted capital improvement projects is to provide state agencies with a means of assigning projects of smaller scope and budgets without advertising for each project. By statute each restricted architectural project's construction cost cannot exceed \$750,000 and each restricted engineering project's construction cost cannot exceed \$500,000. ([K.S.A. 75-1253](#)) A capital improvement project shall not be arbitrarily subdivided to create restricted projects that allows the use of an on-call contract or subdivided to specifically allow the concurrent multiple uses of an on-call contract.
- 1.2 Architectural and/or engineering services on restricted projects can be provided by an agency project architect, agency project engineer, a DFM design project architect, a DFM design project engineer, or an on-call project architect or on-call project engineer.
- 1.3 Advertisements for on-call contracts shall identify the specific professional services required for the contract. Selection of a design professional will be based on the specific services advertised. No additional or supplemental services, except as identified in subparagraph 2.1.1 below, will be allowed to be added to the contract at the time project services are provided. Reference subparagraph 2.1.2.1 below.

2.0 On-Call Contract Guidelines

- 2.1 Architectural and/or engineering service on-call contracts may be written for architects, engineers, and landscape architects that are governed by the Kansas Board of Technical Professions.
 - 2.1.1 Architectural and mechanical, electrical, plumbing (MEP) engineering on-call contracts can provide supplemental services required for the project within the limitations below.
 - 2.1.2 Landscape architects, structural, civil, fire protection, and similar engineer on-call contracts can provide only services of their specific discipline.
 - 2.1.2.1 Those projects that require multiple disciplines must use an architect or an MEP engineer on-call contract.
- 2.2 Non-architectural and/or engineering service on-call contracts may be written for interior designers, restoration designers, mapping consultants, environmental designers, and others not governed by the Kansas Board of Technical Professions.
 - 2.2.1 The on-call contract will be written for the non-architectural and/or engineering services advertised. No architectural and/or engineering services may be provided by an architect or engineer member of the firm under this contract and no consultants may be added to the contract.
- 2.3 On-call architectural design services
 - 2.3.1 An on-call contract shall be written only to an architectural firm as the prime contractor, either to provide stand-alone architectural services or with consultants to provide integrated architectural and engineering services.
 - 2.3.2 Only an architectural on-call contract shall be used for a project comprised of 50% or more of architectural services, regardless of the construction cost up to the \$750,000 construction cost limit.

- 2.3.3 An architectural on-call contract may be used for a project comprised of 50% or more of engineering services with an engineering consultant, and under the \$500,000 construction cost limit.
- 2.4 On-call engineering design services
 - 2.4.1 An on-call contract shall be written to an engineering firm as the prime contractor to provide stand-alone engineering services.
 - 2.4.2 Projects comprised of engineering design services may not increase the construction cost limit above \$500,000 by adding an architectural firm as a consultant.
 - 2.4.3 An MEP engineering on-call contract may add an architectural or non-MEP engineering consultant(s) to provide minor architectural or non-MEP engineering design services.
 - 2.4.4 A civil engineering on-call contract may add an architectural consultant to provide minor architectural design services.
 - 2.4.5 All non-MEP engineering on-call contracts are limited to their discipline design category.
 - 2.4.6 Architectural design services restricted or prohibited by the Kansas Board of Technical Professions to be performed by engineers will not be performed using a stand-alone engineer on-call contract.
- 2.5 Statewide on-call contracts are available by request through DFM for use by agencies that have infrequent need for such services.
- 2.6 Reference Chapter 4 for the procurement process for on-call contracts.
 - 2.6.1 Project Number/Data Request FPDC Form 935 shall be used to request an amendment to an on-call contract for a specific project.
- 2.7 Non-compliant use of an on-call contract may result in a project delay, to include making corrections or not receiving approval to release the project for bidding.
 - 2.7.1 Firms shall not accept work immediately prior to the expiration date of their 3-year contract without demonstrating to DFM that substantial progress can be made.
 - 2.7.2 Firms shall not accept partial work on a project that's total construction estimate is greater than on-call contract limits, i.e. \$750,000 for architectural work, \$500,000 for engineering work.
- 2.8 On-call contracts will not be written for ancillary services such as surveying, geo-technical services, and various testing services incidental to the project design services. DFM maintains a pool of firms selected to provide ancillary services. Reference Chapter 6.
- 3.0 Critical Project Requirements
 - 3.1 The Request for Review FPDC Form 120 available under "Planning Forms" at the DFM website www.da.ks.gov/fp/ is required with each design, code compliance and document review submittal.
 - 3.2 The "Is a Code Footprint Required?" FPDC Form 105 available under "Planning Forms" at the DFM website www.da.ks.gov/fp/ shall be completed and submitted to DFM by the project architect/engineer during the design phase of each project.

3.3 ADAAG Path of Travel Requirements FPDC Form 115 available under “Planning Forms” at the DFM website www.da.ks.gov/fp/ will be completed for each renovation and/or addition.

4.0 Meeting Minutes

4.1 The project architect/engineer shall take minutes of each project meeting throughout all phases of a project and promptly forward typed copies of the minutes to the project team.

5.0 Submittal Requirements

5.1 All costs for review sets, including re-submittals, shall be the responsibility of the project architect/engineer and shall be paid by the project architect/engineer out of the negotiated fee.

5.2 The project architect/engineer shall make any revisions and re-submittals deemed necessary by the project team within the negotiated scope of work.

6.0 Compensation for Architectural/Engineering Services

6.1 The on-call project architect/engineer shall submit all invoices to the agency with whom the firm is contracted.

6.2 DFM will submit an invoice to each agency for services completed by the DFM design section.

END OF CHAPTER 9